

DATE: July 22, 1986

TO: William Lingo, Deputy Director, Engineering
and Development Department; and Wilbur Smith,
Deputy Director, Park and Recreation
Department

FROM: City Attorney

SUBJECT: Indemnification and Hold Harmless Clauses in
Architects and Engineers Contracts

After reviewing objections raised by insurance brokers
underwriting errors and omissions insurance for architects and
engineers, we have concluded that some modification to the
standard indemnification clause will be necessary to avoid
potential non-coverage problems. Accordingly, in design
contracts we suggest the following:

Consultant agrees to indemnify and hold
harmless the City, its officers, agents and
employees from and against any and all claims,
costs, suits and damages, including attorneys
fees, arising from the negligent acts, errors
or omissions of the consultant associated with
the project.

We do not perceive this language to diminish the scope of
protection to the City, since we may tender the defense of claims
arising out of the errors and omissions of the design consultant
when meritorious grounds exist.

In all other contracts not involving design or professional
judgement, the standard clause promulgated by memorandum of March
28, 1986 (copy attached) should be used.

JOHN W. WITT, City Attorney

By

Rudolf Hradecky

Deputy City Attorney

RH:mem:825(x043.2)

Attachment

ML-86-83